

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

MULHOLLAND ENERGY SERVICES, LLC §
§
Plaintiff, §
§
v. § **CASE NO. SA-24-CA-00093-XR**
§
§
KLAUS, INC. §
§
Defendant. §

**DEFENDANT KLAUS, INC.'S ANSWER TO
PLAINTIFF'S SECOND AMENDED COMPLAINT**

Defendant Klaus, Inc., (hereinafter, “**Klaus**”), files this its Original Answer to Plaintiff’s Second Amended Complaint. All factual allegations within the Second Amended Complaint are denied unless specifically admitted herein.

INTRODUCTION

1. Klaus admits this lawsuit was filed by Mulholland Energy Services, LLC; except as specifically admitted herein, Klaus denies the remaining allegations in Paragraph 1 of the Second Amended Complaint.

JURISDICTON AND VENUE

2. Paragraph 2 of the Second Amended Complaint makes a pure legal conclusion and requires no response from Klaus; to the extent Paragraph 2 of the Second Amended Complaint makes factual allegations, those allegations are denied.

3. Paragraph 3 of the Second Amended Complaint contains a pure legal conclusion and requires no response from Klaus; to the extent Paragraph 3 of the Second Amended Complaint makes factual allegations, those allegations are denied.

PARTIES

4. Based on information and belief, admitted.

5. Klaus admits it is an Oklahoma corporation; except as specifically admitted herein, Klaus denies the remaining allegations in Paragraph 5 of the Second Amended Complaint. Admitted.

ALLEGED FACTS

6. Klaus is without sufficient knowledge or information to admit or deny the allegations in paragraph 6 of the Second Amended Complaint.

7. Denied.

8. Klaus admits Plaintiff performed services related to oilfield operations in or around Cushing, Oklahoma in the Spring and Summer of 2022, except as specifically admitted herein, Klaus is without sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 8 of the Second Amended Complaint.

9. Klaus admits Plaintiff provided it with invoices for the services allegedly rendered to Klaus; except as specifically admitted herein, Klaus is without sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 9 of the Second Amended Complaint.

10. Klaus admits it received invoices for the services allegedly rendered to Klaus; except as specifically admitted herein, Klaus is without sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 10 of the Second Amended Complaint.

11. Klaus admits it has not paid all of Plaintiff's invoices as Klaus contests the validity of numerous invoices.

12. Denied.

13. Paragraph 13 of the Second Amended Complaint contains a pure legal conclusion and requires no response from Klaus; to the extent Paragraph 13 of the Second Amended Complaint makes factual allegations, those allegations are denied.

CAUSES OF ACTION

COUNT ONE – BREACH OF CONTRACT

14. Paragraph 14 of the Second Amended Complaint contains a pure legal conclusion and requires no response from Klaus; to the extent Paragraph 14 of the Second Amended Complaint makes factual allegations, those allegations are denied.

15. Denied.

16. Denied.

17. Denied.

COUNT TWO – ACCOUNT STATED

18. Paragraph 18 of the Second Amended Complaint contains a pure legal conclusion and requires no response from Klaus; to the extent Paragraph 18 of the Second Amended Complaint makes factual allegations, those allegations are denied.

19. Denied.

20. Denied.

CLAIM FOR ATTORNEY FEES

21. Denied.

AFFIRMATIVE DEFENSES

22. Plaintiff's Second Amended Complaint and the causes of actions alleged therein fail to state a claim upon which relief may be granted.

23. Plaintiff's Second Amended Complaint and the causes of actions alleged therein may

be barred by the applicable statute of limitations, waiver and/or laches.

24. Klaus is entitled to and reserves the right to file additional defenses, counterclaims, or third-party petitions pending conclusion of discovery in this matter or the final resolution of this matter.

25. Klause reserves the right to amend this Answer at the conclusion of discovery in this case.

JURY DEMAND

26. Klaus demands a trial by jury.

PRAYER

WHEREFORE, for the reasons stated above, Defendant Klaus, LLC respectfully requests that this Honorable Court deny all relief requested in Plaintiff's Second Amended Complaint, render judgment that the Plaintiff take nothing, award reasonable and necessary attorney fees to Klaus, access costs against Plaintiff, find for Klaus on its Crossclaims awarding Klaus its proper damages and attorney's fees, and award Klaus all other damages this Court deems just and reasonable.

Respectfully submitted,

CONNER & WINTERS, LLP

s/ Ryan T. Scharnell

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing was served on this 29th day of February 2024, pursuant to the Federal Rules of Civil Procedure, CM/ECF, to:

Jason Lee Van Dyke
MAGANA & VAN DYKE, PLLC
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1417 E. McKinney St., #110
Denton, TX 76209

s/Ryan T. Scharnell
Ryan T. Scharnell